

August 1, 2003

Risk Management Coordinator Nassau County BOCC 220 Nassau Place Yulee, FL 32097

Re: Insurance Policy Renewal Company: Policy Number: Policy Term: Group Accident The Hartford Insurance Company 090175043M 07/01/03 to 09/15/03

Dear Mr. Eason:

We are pleased to enclose your renewal policy for the Jr. Lifeguard program.

We have compared the policy to the application to make sure the coverage and limits are as ordered. Please take a few minutes to verify that the coverage and limits are accurate. It is important that you contact us immediately if any changes are necessary. This will help assure adequate protection in the case of a loss.

Thank you for choosing John T. Ferreira Ins., Inc. for your Group Accident insurance coverage. We appreciate your business and look forward to assisting you with your insurance needs.

Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

Sue Melogy, AAI Account Manager

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RISK MGT. OFFICE

Application to SECURITY INS. COMPANY OF HARTFORD*, Hartford, Connecticut for ACCIDENT INSURANCE.
APPLICANT: <u>Nassau County Board of County Commissioners</u> POLICY #: <u>090-175-043M</u>
ADDRESS: PO Box 1010 Fernandina Beach FL 32034-
DATE POLICY TO BECOME EFFECTIVE <u>07/01/2003</u> TERMINATE <u>09/15/2003</u>
COVERAGE A - SPORTS I understand that all participants must be insured for all sports.
PRIMARY [] ATHLETIC ACTIVITY EXCESS []
Medical Maximum: First
Death Benefit:\$0.00_
Rate per Participant <u>$\\$0.00$</u> x Number of Participants <u>0</u> = <u>$\\$0.00$</u>
COVERAGE B - OTHER GROUPS I understand that all participants of the policyholder must be insured.
PRIMARY [X] TYPE OF ACTIVITY <u>Camp - Day</u> EXCESS []
Medical Maximum: First <u>\$5,000.00</u> of incurred expense Deductible: <u>\$0.00</u> and the amount paid by other insurance
Death Benefit:\$5,000.00Dental Max:\$500.00
Rate per Participant <u>\$200.00</u> x Number of Participants <u>1</u> = <u>\$200.00</u> + 50.00 Administrative Fee
This Policy will become effective on the date requested if the appropriate premium has been received. It is agreed that any claim form, if presented, will certify that the claimant was actually injured while playing or practicing in activities as a member of the policyholder. Dated at <u>Humandina Bench</u> this day of <u>1st Current</u> , <u>123003</u> Signature of Policyholder <u>Signature on File</u> Accepted by (Agent's Signature and Address) <u>Mach</u>



SUBROGATION RIDER

It is understood and agreed that the Policy to which this Rider is attached includes the following:

In the event of any payments for benefits provided to You under the Policy, we will be subrogated to all rights of recovery you have against any person or organization. This right is to the extent of such payments to You. You will execute and deliver such instruments and papers as may be required. You must do whatever else is necessary to secure such rights to us. Any such right of subrogation or reimbursement provided to us under the Policy will not apply or will be limited to the extent that: 1) the Florida Statutes eliminate or restrict coverage; or 2) the courts of Florida eliminate or restrict such rights. Further, we shall have no right of subrogation or indemnification against any person or organization. We will not require that You execute or deliver any instruments or papers in order to protect or secure subrogation or recovery rights to us.

This Rider is effective with the Policy to which it is attached. It is subject to all the definitions, conditions and provisions of the Policy except as provided in this Rider.

Secretary

Chairman

Countersigned by

Licensed Resident Agent



Security Insurance Company of Hartford 9 Farm Springs Road Farmington, CT 06032

UCR DEFINITION RIDER

When the terms:

- 1. Usual;
- 2. Customary;
- 3. Reasonable;

are used in the Policy to describe expense, it will be considered to mean the 75th percentile of "MEDICAL DATA RESEARCH" UCR, payment system. The version of the system in effect at policy issue will be used.

This Rider is effective concurrently with the Policy to which it is attached. It is subject to all the definitions, conditions and provisions of the Policy except as provided in this Rider.

Secretary

Chairman

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Countersigned by _

Licensed Resident Agent

PAYMENT OF CLAIM: Death benefits will be paid to the beneficiary. If no beneficiary is named, death benefits will be paid to the Insured's estate.

All other indemnities will be paid to the Insured. If the Insured is a minor or not competent to receive payment, we will pay the benefits to the Insured's parent or guardian. Any indemnities not paid at the Insured's death may be paid as we choose to the Insured's beneficiary or estate. Any payment made by us in good faith, pursuant to this provision, will fully discharge us to the extent of such payment.

All or a portion of the indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service may be paid directly to the hospital or person rendering the service, unless there is written direction from: (1) the Insured; (2) the legal or natural guardian of the Insured, if the Insured is a minor or incompetent to make such a direction. It is not required that services be rendered by a particular hospital or person. It is our option to make direct payments unless requested otherwise in writing, no later than the time of filing proof of loss.

PHYSICAL EXAMINATION: We, at our own expense, have the right to have an Insured examined. We can do this as often as reasonably necessary while a claim is pending.

LEGAL ACTION: A legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required. No such action may be brought after the expiration of the applicable statute of limitation from the time written proof of loss was required to be given.

CHANGE OF BENEFICIARY: The right to change of beneficiary is reserved to the Insured. The consent of the beneficiary or beneficiaries will not be required to change a beneficiary.

CONFORMITY WITH STATE STATUTES: If, on the Effective Date, any provision of this contract is in conflict with the laws of the state in which the Insured resides on that date, it will be considered to conform to the minimum requirements of those laws.

ADDITIONAL PROVISIONS

BOOKS AND RECORDS All books and records of the Policyholder containing information about this insurance will be open to examination by us during the term and within one year after the termination of this Policy

NOTICE OF FELEPHONE NUMBER To present inquiries or obtain information about coverage under this policy and to provide assistance in resolving complaints, the following telephone number can be used (630) 778-1900

- 2. If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have:
 - a. issued the policy;
 - b. would not have issued it at the same premium rate;
 - c. would not have issued a policy in as large an amount; or
 - d. would not have provided coverage with respect to the hazard resulting in the loss.

NOTICE OF CLAIM: Written notice of claim must be given within 20 days after it starts or as soon as possible. The notice can be given to us at our Home Office in Farmington, Connecticut, or to our Agent. Notice should include the Insured's name and policy number.

CLAIM FORMS AND PROOF OF LOSS: When we receive a notice of claim, we will send a claim form for filing proof of loss. If the claim form is not sent within fifteen days, the proof of loss requirement will be met by giving us a written statement of what happened. For a continuing loss, written proof of loss must be given to us within ninety days after the end of each period for which we are liable. For any other loss, written proof must be given within ninety days of such loss. If it was not reasonably possible to give written proof in the time required, we will not reduce or deny the claim for this reason; however, proof must be filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified, unless the claimant did not have legal capacity.

TIME OF PAYMENT OF CLAIMS: We are required to service your claim within 45 days after we get proper written proof of loss.

If we cannot service all or part of your claim within this 45-day period, we will write you and your assignees, if any, and explain the reason(s) for the delay. If our claim servicing is delayed because we need more information, we are required to service the claim within 60 days after we get the additional information.

If a claim payment is due and not paid within 120 days after we get the proper written proof of loss, we must add interest to our claim payment. We will compute the interest using a simple interest rate of 10% per year. This interest will be paid from the 120th day until the date of payment

For the purposes of this provision, the "date of payment" will be the date that our claimic check, or other valid payment instrument, is placed into a properly addressed postpaid envelope and placed in the United States mail. If the claim payment is not mailed, then the "date of payment" will be the date of delivery of the claim payment. 9. Use of electric, biomechanical devices.

10. Non-prescription drugs.

11. Injuries for which an Insured is entitled to be reimbursed by other valid insurance or health agreements. This includes, but is not limited to: group health policies; individual health policies; other self-funded health plans; <u>80%</u> of CHAMPUS or <u>75%</u> of CHAMPVA benefits which would be paid, if this plan did not exist.

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EFFECTIVE DATE AND TERMINATION DATE OF THIS POLICY

This Policy begins and ends at 12:01 A.M. Standard Time at the address of the Policyholder. The effective and termination dates are shown in the Application.

ELIGIBILITY

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All persons who are members of the Policyholder are eligible if a member of the Policyholder's covered program, as shown in the Application.

INSURANCE TERMINATION

The insurance for any Insured will end on the earliest of:

- 1. The date the Policy is terminated;
- 2. The date the Insured ceases to be a member of the Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT CHANGES: This Policy, a copy of the Policyholder's Application, and any attachments, is the entire contract. It may not be changed unless approved by two of our officers. Their approval must be shown in this contract. No agent may change or waive any of this contract's provisions.

Any statement or description made by you or on your behalf in an application for this policy, or in regotiations for this policy, is a representation and is not a warranty. A' misrepresentation, omission, concealment of fact, or incorrect statement may prevent recovery under this policy only if any of the following apply:

1 The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us

ACCIDENT MEDICAL EXPENSE INSURANCE

If the Insured receives treatment by a medical or dental practitioner, because of an accident, we will pay reasonable and necessary expenses:

- 1. for medical care or service at a hospital; or
- 2. for any other covered medical care or service, not rendered by a member of the Insured's immediate family.

Treatment by a legally licensed medical or dental practitioner operating within the scope of his/her license must start within 60 days from the date of the accident. Expense must be incurred within 52 weeks from the date of the accident. We will pay for reasonable and necessary expense. Benefits for any one accident will not exceed the aggregate maximum shown on the application. No payment will be made until the deductible has been met. This coverage only applies if the premium is paid.

EXCLUSIONS

This Policy does not cover:

- 1. Suicide or a suicide attempt while sane; or self-destruction or an attempt to self-destroy while insane.
- 2. Riding in a vehicle or device for aerial navigation, except as a passenger in a scheduled aircraft used for the transportation of passengers.
- 3. Declared or undeclared war.
- 4. Expense covered by:
 - 1. Worker's Compensation;
 - 2. any Occupational Disease Law.
- 5. Hernia, in any form.
- 6. Sickness or disease, in any form.
- 7. Fighting, unless as an innocent victim.
- 8. Expense incurred for the use of orthotics unless used exclusively to promote healing

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COVERAGE

We will pay for loss resulting from an Insured's accident, if it occurs while:

(1) PARTICIPATING in an activity or sport as a member of the Policyholder. Participation must be (1) in a regularly scheduled and approved activity, practice session or game of the Policyholder named in the Application; (11) under the supervision Of proper adult authority of the Policyholder; or

(2) TRAVELING directly to or from the above with other members under the supervision of the proper adult authority of the Policyholder;

ACCIDENTAL DEATH BENEFIT

We will pay for accidental loss of life which occurs as the result of a covered accident. Loss must occur within one hundred (100) days after the date of the accident. The benefit is the amount of the "Accidental Death Benefit" shown on the Application.

ACCIDENTAL DISMEMBERMENT BENEFIT

We will pay the dismemberment benefit shown in the Application for accidental loss which occurs as the result of a covered accident. Loss must occur within one hundred (100) days after the date of accident, as follows:

Loss of Both Hands	Dismemberment Schedule
Loss of the Entire Sight of Both Eyes	Dismemberment Schedule
Loss of One Hand and one Foot	Dismemberment Schedule
Loss of One Hand and the Sight of one Eye	Dismemberment Schedule
Loss of One Foot and the Sight of one Eye	Dismemberment Schedule
Loss of One Arm or One Leg	50% of Dismemberment Schedule
Loss of One Hand or One Foot	50% of Dismemberment Schedule
Loss of the Entire Sight of One Eye	50% of Dismemberment Schedule

"Loss" as above used (A) with reference to hand or foot means the actual and complete severance through or above the wrist or ankle joint; (B) with reference to eye, means irrecoverable loss of the entire sight thereof. Benefits provided under this provision will not be paid, for more than one of the above losses, the greatest, sustained by any one Insured as the result of any one accident

Hospital:

an institution recognized as such by the state in which it is located. It must be primarily and continuously engaged in providing or operating, either on its premises or in facilities available to it on a prearranged basis, medical, diagnostic and major surgical facilities. These facilities must provide medical care and treatment of sick or injured persons: (1) on an in-patient basis; (2) under the supervision of a physician. Twenty-four hour nursing service by or under the supervision of registered nurses must be provided. Facilities not meeting this definition include: rest home; extended care facility; convalescent nursing home; home for the aged; units of hospitals which provide custodial care.

Other Valid and Collectible Insurance or Plan:

coverage subject to regulations by insurance law or by insurance authorities of this or any other state of the United States or any province of Canada and provided by:

- I. Organizations;
- 2. Hospital or medical service organizations;
- 3. Group insurance;
- 4. Automobile medical payment insurance;
- 5. Union welfare plans;
- 6. Employer/employee benefit organizations;
- 7. HMO (Health Maintenance organization);
- 8. PPO (Preferred Provider organization);

This Policy will not cover expense payable under the Insured's HMO or PPO. We will pay benefits in excess of coverage provided by the Insured's HMO or PPO. If the Insured chooses not to use an authorized medical vendor (under HMO or PPO), we will pay expense incurred that we would have honored, had they used the proper medical vendor.

Unless the application indicates primary coverage, this Policy will pay in excess to other valid and collectible insurance or plan. If the Insured is insured under any other valid and collectible insurance or plan which is also excess to other coverage, we will pay a maximum of the percent (50%) of the benefits otherwise payable.

Residence ' the property on which the Insured dwells

SECURITY INSURANCE COMPANY OF HARTFORD



THIS IS A BLANKET NON-RENEWABLE ACCIDENTAL DEATH AND ACCIDENTAL BODILY INJURY POLICY. IT IS ISSUED TO THE POLICYHOLDER NAMED IN THE APPLICATION.

PLEASE DIRECT QUESTIONS REGARDING THIS INSURANCE TO:

We promise to insure all eligible persons for the benefits described in this Policy.

Signed for the Security Insurance Company of Hartford in Farmington, Connecticut on the effective date.

Sec	retary	Chairman
Countersigned by	An hr Lice	Ensed Resident Agent

DEFINITIONS

When we use these words we mean

We, Us, Our: the Security Insurance Company of Hartford

Insured: any member of the Policyholder, except as otherwise provided.

Accident:

an unexpected, sudden and definable event, which is the direct cause of a bodily injury, independent of any illness, prior injury or congenital predisposition.

Member: player, participant, coach, staff

Policyholder: the individual school or organization at which the Insured Person is enrolled



NASSAU COUNTY RISK MANAGEMENT COORDINATOR 220 Nassau Place Yulee, FL 32097-3679 (904) 321-5925 (904) 321-5784 FAX

8/5/03

Susan Abels Director, Records Management

Re: 2003 Life Guard Insurance Policy

Please place the enclosed insurance policy in records storage.

Thank you,

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